

**CONTINUING SERVICES AGREEMENT WITH CORNERSTONE ONDEMAND FOR
LEARNING MANAGEMENT SYSTEM NO. 14137**

This Continuing Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and CORNERSTONE ONDEMAND, INC., a Foreign for Profit Corporation (Delaware corporation), which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued RFP 24-420 seeking qualified firms or individuals to provide a software-as-a-service Learning Management System; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide the work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.** In accordance with the terms and conditions of this Agreement, Contractor agrees to provide County with access and use of a software-as-a-service Learning Management System, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be configured to a certain extent, but to be effective and binding, any such configuration must be performed by Contractor or a Certified Consultant of Contractor. Contractor has certified a select group of third-party service providers that implement, configure, and/or administer Software and Services (“Certified Consultants”). A list of Certified Consultants is available to County upon request. County may not permit any non-Certified Consultant to implement and/or configure Software or Services. None of the warranties or support obligations hereunder shall apply to any Software or Services implemented or configured by any non-Certified Consultant.
3. **Definitions.**
 - A. **“Affiliate”** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
 - B. **“County Content”** means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, documents, or URLs created and/or introduced by County or its Affiliates that reside in the Software.
 - C. **“County Data”** means personal data regarding County’s or its Affiliates’ Users which is uploaded to the Software pursuant to this Agreement.
 - D. **“Documentation”** means the standard online functional documentation available for the Software.
 - E. **“Order”** means a purchase made by County hereunder in an order, schedule, statement of work, addendum, or amendment signed by both parties.

- F. “**Services**” means, in addition to the description in **Exhibit “1”**, any services rendered by Contractor to County, including, but not limited to: (i) hosting and making available the Software; (ii) hosting, delivery, and/or distribution of eLearning content; (iii) provision of technical support for the Software; and/or (iv) consulting, assistance or training services, each as specified on an Order or exhibit.
- G. “**Software**” means (i) any and all of Contractor’s and its Affiliates’ proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto; and (ii) application functionality and eLearning content provided by Contractor and/or Contractor’s contracted third parties.
- H. “**Third Party**” means any party that is not either of the parties, its Affiliates, applicants, employees, shareholders, directors, officers, contractors, customers, or Users
- I. “**User**” means an individual with credentials issued by County to log on to the Software and with a designation of “*active*” unless otherwise described in the applicable Order. Users may be employees or non-employees.

4. **Rights; Usage.** In accordance with the terms and conditions of the Agreement, Contractor gives County the non-transferable and non-assignable right for the duration of applicable Orders to use, and to permit its and its Affiliates’ Users to use, the Software items listed therein on a non-exclusive basis via the Internet, subject to the maximum quantities set forth therein. Contractor may review County’s compliance with the terms of each Order and, for clarity, reserves the right to charge for any quantity overages.

5. **Use Restrictions.** The Software and Services may be used only for County’s and its Affiliates’ own lawful business purposes. County shall not: (a) use or deploy the Software in violation of applicable laws or this Agreement; (b) store, process, publish or transmit any threatening, infringing or offensive material, or material that constitutes a security risk or a violation of any party’s privacy, intellectual property or other rights; (c) if County has any operations or users in the United States, upload any Protected Health Information subject to the Health Insurance Portability and Accountability Act (“**HIPAA**”) or consumer financial information to the Software; (d) resell any Software or Services or operate a service bureau, outsource, rent, sublicense or use in a time-sharing capacity except as expressly permitted by Contractor; (e) create any derivative works based upon the Software; (f) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (g) upload any data not required to use the Software as generally intended; (h) make any Software or Services available to any unauthorized parties; (i) perform penetration or similar tests (for example, network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing) on the Software or Services; or (j) publicly release the results of benchmark tests or other comparisons of any Software or Services with other software, services, or materials. County will be responsible for Users’ compliance with the Agreement and liable for Users’ breach thereof. In the event of a breach of any of the foregoing prohibitions, Contractor reserves the right to suspend access to the Software, to the extent and for so long as reasonably necessary, to prevent harm to Contractor, County, other customers, and/or Contractor’s partners, vendors and suppliers with such notice as may be reasonable in the context of the prospective harm. County will ensure that it has obtained all necessary consents and approvals for Contractor to access County Data for the purposes permitted under this Agreement. Upon expiration or termination of this Agreement, County shall cease using all Software and Services.

6. **Privacy and Security.** Contractor will: (a) according to ISO 27001 and 27701 (or successor/equivalent) standards and solely its own security policies, maintain appropriate safeguards for protection of County Data, including regular back-ups, security and incident response protocols, and application and infrastructure monitoring; (b) process County Data in accordance with applicable data protection laws and regulations to which it is subject; and (c) not access, modify, or disclose County Data,

except as compelled by law, to prevent or address service or technical issues, or if otherwise permitted by County. Contractor may retrieve County Data any time during the term of the Agreement. If requested, at a scope and price to be agreed, Contractor will assist with such data retrieval.

7. **Support.** Contractor shall provide the technical support stated in the applicable Order. Only the number of administrators set forth in the applicable support package description (i.e., not all Users) who have completed the requisite training may contact Contractor for support. County agrees to promptly provide Contractor with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Contractor, in order for Contractor to comply with its support obligations hereunder. In no event shall Contractor be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Contractor. Should use of the Software result in denial of service (DoS) with respect to the Software, Contractor may disable the implicated County Content and/or suspend access to the Software only if and for so long as necessary to restore service.

8. **Term.** This Agreement is effective June 1, 2024, upon execution by both Parties and continues until the September 30, 2029, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County through written amendment executed by both Parties.

9. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:

- A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
- B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency.

10. **Payment.**

A. The Parties agree that the amount to be paid to Contractor for the Services will not exceed annual amounts in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein. Except where otherwise stated, all fees set forth in an Order are in U.S. dollars and must be paid in the currency set forth in the Order. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, following notice and a reasonable time to cure, Services are subject to suspension for failure to timely remit payment.

B. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Organizational Development and Training
12 SE 1st Street, 2d Floor
Gainesville, FL 32601
ecash@alachuacounty.us

C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future

otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

- E. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
 - F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.
 - G. Unless County is tax exempt and has provided Contractor with all applicable tax exemption documentation, County will pay any sales, value-added or other similar taxes imposed by applicable law that Contractor must pay based on the Services, except for taxes based on Contractor's income. Fees for Services listed in an Order are exclusive of taxes and expenses. Notwithstanding the foregoing, prior to County's execution of any Order County may provide Contractor with a valid tax exemption certificate or direct pay permit acceptable to the applicable taxing authorities to allow the issuance of invoices to County without the applicable tax. In the event that County is legally required to withhold income tax from any payments to Contractor under this Agreement, Contractor shall provide County with a valid tax residency certification as required under any double taxation treaty then in effect to reduce or eliminate the income tax to be withheld from these payments. County shall withhold tax at the applicable rate in effect as of the date of payment and shall provide to Contractor on a timely basis valid documentation evidencing payment of the tax withheld to the applicable tax authority.
11. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
12. **Intellectual Property.** As between the parties, (i) County retains all proprietary and intellectual property rights, title and interest in and to County Data and County Content and (ii) Contractor, its Affiliates and suppliers will and do retain all proprietary and intellectual property rights, title and interest in and to the Software and Services.
13. **Default and Termination.**
- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
 - B. **Termination for Unavailability of Funding:** If funds to finance this Agreement become

unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

- C. Upon termination of this Agreement based upon the above, the County may obtain similar services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. County may retrieve County Data any time during the term of the Agreement. If requested, at a scope and price to be agreed, Contractor will assist with such data retrieval. In the event of termination of this Agreement due to Contractor's default or breach, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

14. **Indemnification.** Contractor shall indemnify, defend, and hold harmless County from and against any and all Third Party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by County which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by County's or its Users' authorized use of the Software. The foregoing provisions of this Section shall not apply to the extent the Damages relate to or arise out of: (i) County Data; (ii) County Content; or (iii) unauthorized use and/or alteration of the Software by County and/or its Users. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

To obtain indemnification, County shall: (i) give written notice of any claim promptly to Contractor; (ii) give Contractor, at Contractor's option, sole control of the defense and settlement of such claim, provided that Contractor may not, without the prior consent of County (not to be unreasonably withheld), settle any claim unless it unconditionally releases County of all liability; (iii) provide to Contractor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

Should the Software or any part thereof become, or in Contractor's reasonable opinion be likely to become, the subject of a claim for infringement of a third party intellectual property right, then Contractor shall, at its sole option and expense: (i) procure for Contractor the right to use and access the infringing or potentially infringing item(s) of the Software ("**Affected Software**") free of any liability for infringement; or (ii) replace or modify the Affected Software with a non-infringing substitute otherwise materially complying with the functionality of the replaced system; or (iii) if neither of the foregoing is reasonably practicable, terminate the right to use and access the Affected Software and refund unused prepaid fees.

The remedies set forth in this Section shall be exclusive with respect to any infringement claim hereunder.

15. **Warranties.**

- A. Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party; and (v) it will not introduce into the Software any virus, worm, Trojan horse, time bomb, or other malicious or harmful code.
- B. Contractor warrants that the Software will perform substantially in material accordance with the Agreement and applicable Documentation regarding existing functionality provided by Contractor; no new or different functionality is promised hereunder.
- C. In the event of a breach of the warranty set forth in Section 12.B, County's sole and exclusive remedy will be that Contractor shall, upon receipt of written notice of breach, make diligent efforts to become compliant with the warranty set forth in Section 12.B, and if Contractor does not do so within a reasonable period of time, County will be entitled to terminate this Agreement.
- D. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

16. **Liability.**

- A. Liability Cap. EXCEPT FOR (i) A PARTY'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS; (ii) BREACH OF SECTION 5 "USE RESTRICTIONS"; (iii) A PARTY'S WILLFUL MISCONDUCT; OR (iv) LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY COUNTY TO CONTRACTOR HEREUNDER FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN COUNTY AND CONTRACTOR ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

17. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

CORNERSTONE ONDEMAND, INC.
 1601 Cloverfield Blvd. Suite 620S
 Santa Monica, CA 90404

To County:

Organizational Development and Training
 12 SE 1st Street
 Gainesville, FL 32601

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuacounty.us

18. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. The requirements of this section shall only apply to County's records or confidential information that are in Contractor's physical possession or in its email systems or other corporate storage systems but **shall not** apply to County Data or County Content within the Software or Services. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
5. County may retrieve County Data any time during the term of the Agreement. If requested, at a scope and price to be agreed, Contractor will assist with the retrieval of such County Data. County Content shall be retrievable only by Contractor or one of its Certified Consultants at a scope and price to be agreed. Upon termination or expiration of the Agreement Contractor shall begin the decommissioning process of County's portal and County Data and County Content will be deleted from the Services within 30 days.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense when the breach is not caused by the County, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement

entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements to which Contractor is subject with respect to the provision of its Software and Services. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party; provided, however, by means of an amendment to this Agreement either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

- a. External Applications. Contractor shall not be responsible for County's access to, or operation of, third-party applications purchased separately by County from a third party, including without limitation those that may be capable of interoperating with the Software.
- b. Optional Features. Contractor's Software may include certain optional features provided by third parties ("**Optional Features**"). A list of such Optional Features, including information regarding the security, privacy, and/or support policies of those third parties, is available upon request.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Pursuant to F.S. sec. 448.095, with respect to its employees based in the United States Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any U.S. based subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Statistical Data. Without limiting the confidentiality rights and intellectual property rights protections set forth in this Agreement, Contractor has the perpetual right to use aggregated, anonymized, statistical data (“**Statistical Data**”) derived from the operation of the Software, and nothing herein shall be construed as prohibiting Contractor from utilizing the Statistical Data for product optimization, improving customer experience and other internal business and/or operating purposes, provided that Contractor does not share with any third party Statistical Data which reveals the identity of County, County’s Users, or County’s Confidential Information.

T. Suggestions. Contractor shall have a royalty-free, worldwide, perpetual, irrevocable license to use or incorporate into the Software and Services any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by County or its Users relating to the operation of the Software and Services.

U. Trade Controls. County understands that use of the Software and Services is subject to export controls, trade and economic sanctions, and anti-boycott laws and regulations to which the parties or Software and Services may be subject. County shall not, and shall not permit users of the Software and Services to, access or use the Software or Services in violation of any such laws and regulations, including, without limitation, the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control.

V. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its representative who is authorized to sign, and by Contractor, through its duly authorized representative.

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

1. General Requirements: The Contractor shall provide the County with access and use of a software-as-a-service Learning Management System for the County. The Contractor shall require the necessary requirements for a new Learning Management System through four categories: Learning Environment, Architecture Requirements, Security Requirements, and Implementation and Customer Service and Maintenance Requirements.
2. Learning Environment
 - 2.1. Basic System Requirements
 - 2.1.1. System must be in the English language, with option for subtitles or translation in Spanish.
 - 2.1.2. System must have sophisticated notifications for: cancelled classes, when Learner(s) registers and/or withdraws, and any other necessary notification.
 - 2.1.3. System must have the ability to automatically send email notifications to Learner(s) and their Supervisors. These email notifications must be heavily customizable to Alachua County.
 - 2.1.4. System must provide the ability for customizable surveys at the end of custom content and at the end of software courses.
 - 2.1.5. The System must provide customizable homepages for Administrator(s) and Learner(s).
 - 2.2. Administrator(s) Requirements
 - 2.2.1. Administrator(s) must have the ability assign courses to Learner(s) with deadlines, and run reports on who the status of each course (i.e. pending, started, finished).
 - 2.2.2. Allow Administrator(s) to upload custom content courses, primarily through SCORM files. Support blended learning and ILT classrooms.
 - 2.2.3. Administrator(s) must be able to view all courses, assign user groups, track registration and attendance of all types (online, ILT). Support batch uploads of Learner(s) to courses, and the ability to edit those list, post-class.
 - 2.3. Learner(s) Requirements
 - 2.3.1. Learner(s) should have the ability to search for and take courses, review and download their training transcript.
 - 2.3.2. Learner(s) should be allowed to complete courses at their own pace.
 - 2.3.3. Managers must be able to view their subordinates' required training, training progress and transcripts in their dashboards.
 - 2.4. Reporting
 - 2.4.1. The System must support ad-hoc reports.

2.4.2. The reports must be customizable to Administrator(s) needs. Administrator(s) must have the ability to schedule reports to be auto-emailed.

2.4.3. Reports must be viewable on screen and downloadable on .pdf.

2.4.4. Reports must communicate Learner(s) activity and specific interaction with courses.

3. Architecture Requirements

3.1. System must allow uploads of: PowerPoint files, 3rd party content, video subtitles (if they are generated), ACORM1.2, SCORM 2004, xAPI.

3.2. System must be compatible with: Microsoft Edge, Google Chrome, Firefox, and Safari.

3.3. System must be accessible through web and mobile devices.

3.4. System must be cloud based.

3.5. System must be must support SSO. County currently uses SAML, and will be moving to Azure Active Directory in the future.

4. Security Requirements

4.1. System will need to support secure password management, SSL, and immediate disabling of account when Learner(s) leaves organization. System should allow Learner(s) to login from any computer.

4.2. Software servers should be backed up to external media, stored offsite, and backups checked regularly.

4.3. Maintain security logs, have an incident response process, and a timely alert response to customer - within 48 hours or quicker. Have measures in place to protect data if security incident occurs.

4.4. Deploy firewalls and Intrusion Prevention System sensors.

4.5. Encrypt data in transit.

4.6. Have antivirus software in place.

5. Implementation, Customer Service and Maintenance Requirements

5.1. Purchase of software will need to include, and not limited to: migration of all users, courses and historical data from current LMS, help desk support with wide range of availability and quick response time, and customized training for Administrator(s) and Learner(s). Training will be used as data to build Alachua County organizational chart in the new system.

5.2. The Contractor shall also provide ongoing customer service, including a designated account representative and in-real-time assistance to County's assigned system administrators. The Professional shall provide maintenance and support lead time.

5.3. The County, upon mutually accepted pricing, may add services as needed with approval from procurement.

Exhibit 2: Payment Schedule



Quote Number: Q-38725

Order Effective Date: (Date of Last Signature Below)

Cornerstone OnDemand - ORDER			
Customer Name	County of Alachua, FL		
Order Start Date	06/01/2024		
Order End Date	09/30/2029		
Is a new purchase order required for this purpose?*	No		
Primary Customer Contact	Elisha Cash	ecash@alachuacounty.us	+1 352-374-3605
Customer Address (Ship To)	County of Alachua, FL, 12 Se 1st St Fl 4 ,Gainesville, Florida, United States, 32601		
Primary Billing (Invoice) Contact	Elisha Cash	ecash@alachuacounty.us	+1 352-374-3605
Customer Billing (Invoice) Address	County of Alachua, FL, 12 Se 1st St Fl 4 ,Gainesville, Florida, United States, 32601		

*Note: Please send purchase order number to DLCollections@csod.com within three (3) business days of order signing.

Product(s)

Product	Period 1 6/1/2024 - 5/31/2025			Period 2 6/1/2025 - 5/31/2026		
	Qty	Fee	Billing Frequency	Qty	Fee	Billing Frequency
Choice Customer Success Package - Inclusive	1	Included	Annual	1	Included	Annual
Content Anytime Public Sector Enterprise Pricing	1,600	Included	Annual	1,600	Included	Annual
Cornerstone Learning	1,600	Included	Annual	1,600	Included	Annual
Create Tool	1	Included	Annual	1	Included	Annual
Language Packs	1	Included	Annual	1	Included	Annual
Single Sign On - Standard (SSO) Connector	1	Included	Annual	1	Included	Annual
Unlimited Video Hosting and Delivery	1	Included	Annual	1	Included	Annual
Content Subtotal:		USD 32,000.00			USD 32,000.00	
Software and Support Subtotal:		USD 37,796.00			USD 37,796.00	
Period Subtotal:		USD 69,796.00			USD 69,796.00	

Product	Period 3 6/1/2026 - 5/31/2027			Period 4 6/1/2027 - 5/31/2028		
	Qty	Fee	Billing Frequency	Qty	Fee	Billing Frequency
Choice Customer Success Package - Inclusive	1	Included	Annual	1	Included	Annual
Content Anytime Public Sector Enterprise Pricing	1,600	Included	Annual	1,600	Included	Annual
Cornerstone Learning	1,600	Included	Annual	1,600	Included	Annual

Product	Qty	Fee	Billing Frequency	Qty	Fee	Billing Frequency
Create Tool	1	Included	Annual	1	Included	Annual
Language Packs	1	Included	Annual	1	Included	Annual
Single Sign On - Standard (SSO) Connector	1	Included	Annual	1	Included	Annual
Unlimited Video Hosting and Delivery	1	Included	Annual	1	Included	Annual
Content Subtotal:		USD 32,000.00			USD 32,000.00	
Software and Support Subtotal:		USD 37,796.00			USD 37,796.00	
Period Subtotal:		USD 69,796.00			USD 69,796.00	

Product	Period 5 6/1/2028 - 5/31/2029			Period 6 6/1/2029 - 9/30/2029		
	Qty	Fee	Billing Frequency	Qty	Fee	Billing Frequency
Choice Customer Success Package - Inclusive	1	Included	Annual	1	Included	Annual
Content Anytime Public Sector Enterprise Pricing	1,600	Included	Annual	1,600	Included	Annual
Cornerstone Learning	1,600	Included	Annual	1,600	Included	Annual
Create Tool	1	Included	Annual	1	Included	Annual
Language Packs	1	Included	Annual	1	Included	Annual
Single Sign On - Standard (SSO) Connector	1	Included	Annual	1	Included	Annual
Unlimited Video Hosting and Delivery	1	Included	Annual	1	Included	Annual
Content Subtotal:		USD 32,000.00			USD 8,243.84	
Software and Support Subtotal:		USD 37,796.00			USD 15,086.15	
Period Subtotal:		USD 69,796.00			USD 23,329.99	

One Time Fee(s)
SERVICES (see attached Statement of Work)
USD 0.00

Purchase Order

If Customer indicates that a purchase order ("PO") is required for payment, the customer will provide the PO no later than 3 business days to dlcollections@csod.com and if the customer indicates that no PO is required, Customer represents that no PO is required for payment.

Special Terms

For clarification, client will be billed \$69,796 annually for years 1-5. The final term will be billed at \$23,329.99.

Invoicing Schedule

Payment terms for this Order shall be Net 30 (days). Fees are invoiced beginning on the Start Date(s) in accordance with the Billing Frequency. If required, Fees are pro-rated based on the actual number of days in the billing frequency period. One-time fees are invoiced on the Order Start Date. Any usage product will be billed monthly in arrears based on actual usage. Notwithstanding the foregoing, one-time fees for services on a SOW shall be invoiced in accordance with

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the billing terms set out in the applicable SOW. Except as otherwise expressly set forth herein, all purchases are non-cancelable and non-refundable. Fees are exclusive of applicable sales, use, VAT, GST, digital tax, DST and other taxes and are net of withholding taxes.

Product Details

Cornerstone Content Anytime content pricing above is based on an enterprise model that matches the number of content users to all active and licensed Learning users. Pricing assumes that only a portion of the Clients workforce will elect to participate and consume content, but all active Learning users will have access to all courses in the subscription and unlimited use of said content. When Client elects to add Learning licenses they must also add equal Cornerstone Content Anytime content licenses.

Cornerstone Learning Includes:

- Learner Home
- Curricula
- Certifications
- Assignment
- Instructor Led Training
- Catalog Management
- Observation Checklists
- Skills Matrix
- Connect

Original content created by Reseller or Client using the Grovo Create Tool will be deemed Reseller or Client Content. Any proprietary Cornerstone or Cornerstone contracted third parties' content adapted or modified by Reseller or Client using the Grovo Create Tool will be deemed Software.

By signing below, each party acknowledges that it has read, understands, and agrees to be bound by the Terms and Conditions.

Choice Package:

- New Functionality Readiness and Adoption – adopt and drive usage of new features
 - Optimization and Curation – keep your system relevant and easy to use, increase adoption and build competencies
 - S.O.S. (Sustain Our System) – get help with tasks and on-boarding new admins, and tune up your reports
 - Education – an efficient way to learn Cornerstone products, features and functions
 - Customer Success – proactive, strategic guidance and support to make the most of your investment
 - Technical Support – enhanced support and issue resolution
 - Customer Community – access self-help tools, connect with peers and stay up to speed on what's new
 - Product Collaboration and Engagement – have a voice in the future of Cornerstone
- See <https://www.cornerstoneondemand.com/support/choice> for detailed support descriptions.

Terms and Conditions

This Order is hereby incorporated into and made part of the parties' master agreement (the "Agreement"). If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Agreed and accepted:

Customer		Cornerstone OnDemand, Inc.	
Signature:	DocuSigned by: <i>Jared Bogert</i> CE9AD7BF41C8455	Signature:	
Name:	Jared Bogert	Name:	
Title:	GVP, Sales	Title:	
Date:	5/9/2024	Date:	

Order Validation
DocuSigned by:
Order Validation
0CCA5E408352483...

STATEMENT OF WORK

PROJECT RESOURCES

The table below outlines recommended resources and time estimates for each phase. Time durations are estimates and may vary based on client requirement. Each phase may overlap and may require a shifting of hours among phases based on Client's processes. The project lifecycle may be repeated for each additional module.

Phase	Estimated Duration	Cornerstone Resources	Client Resources
Build Prototype	2 Weeks	<ul style="list-style-type: none"> • Implementation Consultant • Integration Consultant 	<ul style="list-style-type: none"> • Project Manager • Business Process Owners • Technical Resources • System Administrators
Proof of Concept	2 Weeks	<ul style="list-style-type: none"> • Implementation Consultant • Integration Consultant 	<ul style="list-style-type: none"> • Project Manager • Business Process Owners • Technical Resources • System Administrators
Validate and Launch	4 Weeks	<ul style="list-style-type: none"> • Implementation Consultant • Integration Consultant 	<ul style="list-style-type: none"> • Project Manager • Business Process Owners • Technical Resources • System Administrators

IMPLEMENTATION SERVICES AND ESTIMATED TIMELINE

The Scope of Services outlined below provides a breakdown of the key components of the Implementation Services and the corresponding deliverables to be provided by Cornerstone and Client.

Phase	Cornerstone Deliverables	Client Deliverables
Build Prototype	<p>Week One:</p> <ul style="list-style-type: none"> • Collect any client process documentation (via completed process Questionnaire) • Prepare prototype configuration of the Live portal based upon client response to process Questionnaire • Project initiation call with client. Confirm project scope with client project team • Identify and communicate to client the most important online courses for the project scope • Create meeting schedule for project lifecycle • Establish and document project controls and processes for status reporting, issue resolution, and risk management processes • Schedule kickoff meeting • Communicate requirement to complete Organizational Units, Security preferences and training • Complete remote kick-off meeting • Review technical projects in-scope • Deliver technical projects questionnaires • Deliver technical documentation (data design documents and templates) • Implementation Consultant schedules and leads Organizational Unit Workshop <p>Week Two:</p> <ul style="list-style-type: none"> • Schedule and lead technical kickoff calls when applicable or direct client to recorded technical workshops 	<p>Week One:</p> <ul style="list-style-type: none"> • Complete process questionnaire (if not already completed) • Provide branding and marketing requirements (if not already provided through questionnaire) • Deliver documented learning processes including approvals, evaluations, process maps and supporting forms or documentation (if not already provided through questionnaire) • Provide external user approval workflows (if not already provided through questionnaire) • Provide external training requirements (if not already provided through questionnaire) • Client completes administrator training as prescribed in the training plan • Participates in remote kick-off meeting • Assemble project team • Define measures of project success • Attend technical project kickoff calls • Provide organization chart(s) to assist in designing Organization Unit structure • Provides sample user profile record and definition • Client content provider listing and courses • Provide use case scenarios to model recommended configuration <p>Week Two:</p> <ul style="list-style-type: none"> • Attend remote sessions

	<ul style="list-style-type: none"> • Complete options for any additional training that has been purchased • Review prototype with client • Deliver client tool kit for success 	<ul style="list-style-type: none"> • Confirm meeting schedule • Take online training as needed • Complete design specifications for technical projects in scope.
Proof of Concept	<p>Week Three:</p> <ul style="list-style-type: none"> • Technical follow up meeting • Prep work for Proof of Concept sessions <p>Week Four:</p> <ul style="list-style-type: none"> • Conduct Proof of Concept sessions to review initial portal configuration • Cornerstone will update live portal (if required) based on outputs from Proof of Concept Sessions • Scope of updates will be limited to • Configure for Learning • Platform preferences, email triggers • eLearning (SCORM/AICC) content load (1 course) and one (1) Level 1 evaluation • One (1) instructor-led training example • One (1) curriculum • One (1) material • One (1) video • Catalog Management • One (1) skill • One (1) proxy enrollment • One (1) Observation Checklist • One (1) test • One (1) training request form • One (1) approval workflow • Deliver sample test scripts 	<p>Week Three:</p> <ul style="list-style-type: none"> • Attend remote sessions • Complete administrator training as prescribed in the training plan <p>Week Four:</p> <ul style="list-style-type: none"> • Attend Proof of Concept remote sessions • Create customized acceptance test scripts • Complete administrator training as prescribed in the training plan • Complete setup in live portal including: <ul style="list-style-type: none"> • Global Configurations – emails triggers, security roles, welcome page, preferences • Language translations, as necessary • Configuration of additional client security roles • Learning Module • Load eLearning course content and materials • Load all required documents including curriculums, test and evaluations, Instructor Led Training events and sessions, instructors, facilities, and certifications • Test content launching, tracking, and completion • Complete and implement technical projects in scope
Validate and Launch	<p>Week Five:</p> <ul style="list-style-type: none"> • Copy pilot to stage if you need to preserve Historic Data • Schedule copy down from live to pilot to copy above configuration to pilot prior to commencement of UAT • Discuss User Acceptance Testing including test scripts and participants • Schedule daily User Acceptance Testing touch base to solution review open issues with client • Solidify configuration with client in preparation for User Acceptance Testing in pilot • Complete technical projects in scope: <p>Week Six through Seven:</p> <ul style="list-style-type: none"> • Daily User Acceptance Testing touch base to review open testing issues with client • Triage (categorize and prioritize) reported issues and address prior to go-live • Finalize integration projects in production • Support Client during testing and validation <p>Week Eight:</p> <ul style="list-style-type: none"> • Technical Projects • Copy down executed to pilot (Can do copy over from pilot to stage prior to Live Copy Down if needed) • “Schedule copy down from live to pilot to copy above configuration to pilot prior to commencement of UAT • Copy down executed to pilot (Can do copy over from pilot to stage prior to Live Copy Down if needed) 	<p>Week Five:</p> <ul style="list-style-type: none"> • Attend follow-up remote sessions • Attend User Acceptance Testing prep meetings • Create and complete user acceptance test scripts <p>Week Six through Seven:</p> <ul style="list-style-type: none"> • Attend all User Acceptance Testing calls • Review UAT feedback with Implementation team • Make corrections or configuration changes based on UAT findings in Live portal • Test system interfaces end-to-end • Populate specific test data like tasks and users • Create and complete client-specific test assessment template <p>Week Eight:</p> <ul style="list-style-type: none"> • Client makes configuration adjustments on Pilot and Live portals • Update Live portal configuration based on testing feedback • Post Live issue remediation • Client Go-Live

	<ul style="list-style-type: none"> • Obtain named care admins from client • Support Client during testing and validation • Close out any open issues/items for Go Live • Client Go-Live • Discuss post live survey with client • Schedule and execute final Historical Data Loads • Conduct project close out
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ADDITIONAL SERVICES

Engagement Management
<p>Brief Summary</p> <ul style="list-style-type: none"> • Engagement Management is the coordination and management of all services (functional and technical) described in this SOW. This includes managing resources and collaboration with all parts of CSOD. • Up to a total of 12 Engagement Manager hours per module are included in the fixed fee price below. The Engagement Manager will partner with the Client Project Manager to ensure effective allocation of these hours during the project. <p>Tasks</p> <ul style="list-style-type: none"> • Programme Planning & Set-up Session x1 (initial planning, scheduling, governance etc.) = (up to 2.5hrs) • Oversight & coordination of CSOD deliverables (weekly update, plan & RAID review) = 30 minutes per week (up to 4hrs total) • Programme Management Checkpoint session = 30 minutes per week (up to 4hrs total) • Steering Committee session x1 = 1.5hrs <p>Assumptions</p> <ul style="list-style-type: none"> • Consumption of the Engagement Management service is linked with the module implementation and so consideration should be given to aligning this with the selection of Now or Realise module implementation slots in the published timetable • Engagement Management sessions will be conducted at mutually agreeable dates(s) and time(s) • Engagement Management will be delivered remotely except where on-site visits have been agreed in this SOW • All travel related expenses for on-site activities are the responsibility of the Client • Project documentation and reporting will be based on Cornerstone's toolkits and templates only • Client will assign a Project Manager to coordinate Client's resources and deliverables and partner with Cornerstone Engagement Manager

Single Sign On (SSO) – AES Encrypted, SAML 1.1, or SAML 2.0
<p>Brief Summary</p> <ul style="list-style-type: none"> • Cornerstone to provide support on one of the following Single Sign On (SSO) integration from and outsider portal to Client's Cornerstone Portal: • AES Encrypted • SAML 1.1 • SAML 2.0 <p>Tasks</p> <ul style="list-style-type: none"> • Cornerstone: Provide Client with the Cornerstone SSO Technical Documentation • Cornerstone: Lead the Client in SSO workshops to review SSO process and support the functional decisions of the Client • AES Encrypted Single Sign On (SSO) <ul style="list-style-type: none"> • Cornerstone: Provide sample code for Pilot Portal and Live Portal to deploy the AES SSO • Cornerstone: Provide the AES end point URLs to the Client • Client: Populate, encrypt and post the token as per Cornerstone requirements • Client: Deploy, test and sign off the AES Encrypted SSO in Pilot Portal • Client: Deploy, test and sign off the AES Encrypted SSO in Live Portal • SAML V 1.1 OR SAML 2.0 Single Sign On (SSO) <ul style="list-style-type: none"> • Client: Provide: <ul style="list-style-type: none"> • Base64 encoded – X.509 public Certificate (.crt, .cer) • Base64 encoded sample SAML Response Assertion (.txt) • Cornerstone: Configure Client's Pilot Portal with SSO SAML 1.1 OR 2.0 • Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Pilot Portal • Cornerstone: Configure Client's Live Portal with SSO SAML 1.1 OR 2.0 • Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Live Portal <p>Assumptions</p>

- Client utilizes Cornerstone standard SSO Design Specifications and complies to Cornerstone requirements to integrate AES Encrypted SSO, SAML 1.1 SSO, or SAML 2.0 SSO only.
- Any other type of Single Sign On Solution Integration other than the above mentioned items is outside the scope of this project and considered a custom Single Sign On Solution. Client is responsible to make sure User Identification values (UserID, Username OR Email address) are unique and matching existing users in the CSOD portal
- AES Encrypted Single Sign On (SSO)
- Client has skilled software resources (Java or .Net programming) available who can establish an AES Encrypted SSO protocol and configure authentication to support CSOD's AES Encrypted SSO
- Client has skilled software resources available who can establish an SSO SAML protocol and configure authentication to support Cornerstone's SSO SAML V1.1 OR 2.0
- SAML V 1.1 OR 2.0 Single Sign On (SSO)
- Client will transfer the Assertion and Certification files to Cornerstone as per Cornerstone requirements defined on design specification document and will only transfer them through FTP folder (not email)
- The assertion is signed using an X.509 certificate, sha1RSA algorithm and is Base64 encoded
- Client acknowledges that once the design document is approved, any changes or modifications to the work scope will require creation of a Change Request document. Change requests are reviewed and could result in additional charges to the Client
- Any changes following Client signoff will require a Work Order or SOW submission

Historical Data Load – Learning (HDLL)

Brief Summary

Migration of learner transcript records (historical user training records) from legacy system to the Cornerstone portal. Migrated data includes the following data types:

- User transcript records for E-learning, ILT (events/sessions), external training, materials, curricula, tests (related Learning content must already be created by Client in the system, or must have been loaded by a previous MDLL project)

Tasks

- Cornerstone: Lead Client in data loading workshop to review project scope, review data load process and timeline, and provide any clarifications needed in the understanding of the Cornerstone file format documentation provided to Client
- Cornerstone: Develop project plan of deliverables and associated timeline
- Client: Sign off on project plan and scope
- Client: Prepare full file set for load to Pilot. This can be a subset of records for each data file however full or at least representative files are highly recommended to catch any data quality issues early. Client will provide data in Cornerstone required format.
- Client: Provide data files via Cornerstone FTP
- Cornerstone: Load full set of files into the Pilot portal
- Client: Validates Pilot data load via spot checking of records and reporting
- Client: Review and sign off on Pilot data
- Client: Provide full set of Production files
- Cornerstone: Load full set of files into Production portal
- Client: Validates "Production" data load via spot checking of records and reporting
- Client: Review and sign off on Production data

Assumptions

- All references to users should do so by a common unique identifier which is supported and will be loaded to Cornerstone (i.e., common employee ID) and user exists in the portal prior to load
- Client is responsible for providing unique records per data type
- Client is responsible for extracting data from source system(s)
- Client will confirm full set of data types to be loaded upfront. Any additional data types identified after the initial Pilot load will be subject to re-scoping and/or change request and may result in a new project.
- All data / files to be loaded must be made available on the Cornerstone FTP prior to the load starting. Files uploaded after the load has commenced will be treated as an additional load and counted as an additional iteration
- The HDLL project is limited to loading a maximum of 6 data files (one for each data type listed above – Client must consolidate all files of the same data type from different source systems) – up to 1,000,000 records in total across all data types
- Maximum of four (4) total iterations: Pilot (3); Production (1). Additional iterations will be subject to re-scoping or change request and may result in a new project. Delta loads are not in scope of this project
- Data/file format must stay the same for files provided for Pilot and Production loads

Edge Import

Brief Summary

- Edge Import enables customers to manage their data loads in a self-service manner. Edge Import supports the ability to map, validate, and load data into their Cornerstone application using flat files for the following data sets:
- Capabilities Loads and Feeds
- Compensation Loads and Feeds

<ul style="list-style-type: none">• Employee Loads and Feeds• Group Loads and Feeds• Learning Loads and Feeds• Organizational Unit (OU) Loads and Feeds• Performance Loads and Feeds• Recruiting Loads <p>Tasks</p> <ul style="list-style-type: none">• Cornerstone: Enable Edge Import in client portals• Cornerstone: Lead the client in a design workshop to review the data feed design process and supports the design decision process of the client• Client: Prepares files for load• Cornerstone: Guides client on loading files into the Pilot Portal• Client: Reviews and corrects any errors detected in the load process• Client: Reviews and approves data load on Pilot• Client: Loads data to Live using Edge Import tool <p>Assumptions</p> <ul style="list-style-type: none">• Utilizes Cornerstone standard Data feed specifications as designed for the Edge Import.• Client has the ability to extract and transform source data to the Design Specifications format.• Client has the ability to configure file transfers of data to Cornerstone

<p>Pre-implementation Process Workshop</p> <p>Brief Summary</p> <p>Cornerstone will provide up to 8 hours of process review work based on Clients documented process, to align the Client to CSOD best practice process and Points of View (POV), and to call-out any variations in their 'to be' process.</p> <p>Tasks</p> <ul style="list-style-type: none">• Pre-workshop (up to 2hrs): CSOD consultant conducts review of Clients 'to be' process documentation, and preparation for workshop• Workshop (up to 6hrs): CSOD conducts Client walk through of the 'to be' process maps for priority/primary user community and contrast to key features/functions with Clients representatives <p>Assumptions</p> <ul style="list-style-type: none">• The pre-implementation process workshop will be completed prior to the start of the scheduled Now or Realise module implementation and at mutually agreeable dates(s) and time(s)• The pre-implementation process workshop will cover the single module to be implemented for the priority/primary user community• Selection of Now or Realise module implementation slots in the published timetable should consider the dependency of the pre-implementation process workshop• Client will make up to four (4) representatives (typically Subject Matter Experts/Process Owners/System Administrators) available to actively participate in the Workshop sessions. Representatives should be empowered to make lasting real-time decisions on behalf of the Client. Two of the representatives should be the nominated participants for the Now! or Realise module implementation• The pre-implementation process workshop will be conducted entirely remotely via web meetings, or a mix of remotely and visit to Client premises. If delivered entirely remotely the workshop will be split into 3 x 2hr web meetings. If a mix, then the pre-workshop activity will be remote and the workshop will be delivered in a single visit• All travel related expenses for on-site visits/activities are the responsibility of the Client• The pre-implementation process workshop is intended as an opportunity to verbally communicate and align ahead of the Now or Realise module implementation. There are no deliverables following the workshop. For example, CSOD will not document new processes etc. on behalf of the Client
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<p>Master Data Load – Learning (MDLL)</p> <p>Brief Summary</p> <p>Migration of master Learning data to the Cornerstone portal. Migrated data includes the following data types:</p> <ul style="list-style-type: none">• Launchable items – up to a maximum of 6,000 items across all of the launchable item data types below:<ul style="list-style-type: none">• E-learning courses in SCORM or AICC format (up to 3 GB size in total across all E-learning courses)• Materials (documents .pdf, .docx, .xlsx, .ppbx, .bmp, .jpg, .gif, .m4a, .mp3, .wma, .wav, .mid, .avi, .mpeg, .m4v, .swf, or URLs), includes the current version only• Videos as learning objects (.mpg, .mpeg, .wmv, .flv, .mp4, .m4v format or URL from YouTube)• Non-launchable items:<ul style="list-style-type: none">• Questions and exams, including up to a maximum of 1,000 questions and up to a maximum of 300 exams• Events and sessions, including up to a maximum of 1,000 events and up to a maximum of 100,000 sessions metadata <p>Tasks</p>

- Cornerstone: Lead Client in data loading workshop to review project scope, review data load process and timeline, and provide any clarifications needed in the understanding of the Cornerstone file format documentation provided to Client
- Cornerstone: Develop project plan of deliverables and associated timeline
- Client: Sign off on project plan and scope
- Client: Prepare full file set for load to Pilot. This can be a subset of records for each data file however full or at least representative files are highly recommended to catch any data quality issues early. Client will provide data in Cornerstone required format.
- Client: Provide data files via Cornerstone FTP
- Cornerstone: Load full set of files into the Pilot portal
- Client: Validates data load in "Pilot" via spot checking of records and reporting
- Client: Review and sign off on Pilot load
- Client: Provide full set of Production data files via Cornerstone FTP
- Cornerstone: Load full set of files into Production portal
- Client: Validates "Production" data load via spot checking of records and reporting
- Client: Review and sign off on Production data

Assumptions

- E-learning courses are published in the SCORM 1.2, v2004, or AICC 3.5 format standards only. Online courses which are not compatible with the supported standards will be rejected. No Content transformation services are included
- Client is responsible for providing unique identifiers for all records across all data types and according to the specified Cornerstone formatting rules
- Client is responsible for extracting data and content from source system(s).
- All data / files to be loaded must be made available on the Cornerstone FTP prior to the load starting. Files uploaded after the load has commenced will be treated as an additional load and counted as an additional iteration
- The MDLL project is limited to loading a maximum of 5 data files (one for each data type listed above – Client must consolidate all files of the same data type from different source systems)
- Maximum of four (4) total iterations: Pilot (3); Production (1). Additional iterations will be subject to re-scoping or change request and may result in a new project. Delta loads are not in scope of this project
- Data/file format must stay the same for files provided for Pilot and Production loads

Post-implementation Consulting Support

Brief Summary

- Cornerstone will provide up to 8 hours of Implementation Consulting support after completion of the Now or Realize module implementation. The Post-implementation Consulting Support will be delivered entirely remotely via pre-scheduled web meetings and over two calendar weeks, and is intended to provide Clients with rapid response to issues experienced in the days immediately following completion of implementation.

Tasks

- Client: Records and reports items for review in project log
- Cornerstone: Implementation Consultant reviews project log daily and triages, investigates and identifies resolution path for each item and records in the project log (up to 5hrs)
- Cornerstone: Implementation Consultant conducts 3 x 30min remote sessions per calendar week (up to 3hrs) to discuss newly reported and closed items with Client
- Client: Actively participates in 3 x 30min remote sessions per calendar week (up to 3hrs) to discuss newly report and closed items with Implementation Consultant and then takes further action as needed

Assumptions

- The post-implementation consulting support will be consumed after completion of the scheduled Now or Realize module implementation and at mutually agreeable dates and times
- Consumption of the post-implementation consulting support service is linked with the module implementation and so consideration should be given to aligning this with the selection of Now or Realize module implementation slots in the published timetable
- The Client will make available up to two representatives available for the remote sessions. Representatives should be the nominated participants of the Now or Realize module implementation
- The post-implementation consulting support sessions are intended as an opportunity to verbally communicate on items recorded in the project log. There are no deliverables following the session. For example CSOD will not amend the configuration of update documented processes, training guides etc. on behalf of the Client
- This is in addition to the Intensive Go Live support provided by Cornerstone Client Success Management and ongoing help provided by Global Product Support teams.

TIMELINE AND DELIVERY

Project resources will be confirmed within 15 business days of order effective date.

The Implementation Services set forth and described in this Statement of Work will take eight (8) weeks in duration to complete. The Services will be performed remotely by Cornerstone, except for any on-site Services so expressly identified herein.

The Services will be performed for the below flat fee(s), plus reimbursement of pre-approved travel expenses for on-site activities.

Changes to the scope of this Statement of Work and/or Client delays will require a change order and may result in additional expense.

Client and Cornerstone will create the project plan to meet this completion date during the Initiate phase. Client and Cornerstone agree to provide the necessary resources to complete all of the deliverables as per the agreed project plan.

Product Components		Investments
Engagement Manager (Inclusive)	SVCSBUS0149	Included
Consulting - Single Sign On - Standard (SSO) Connector	SVCSBUS0135	Included
Learning Implementation - Small Enterprise	SVCIMP0120	Included
Historical Data Load - Learning (HDLL)	SVCSTEC0101	Included
Consulting - Edge Import	SVCSBUS0161	Included
Pre-Implementation Process Workshop	SVCSBUS0147	Included
Master Data Load - Learning (MDLL)	SVCSTEC0009	Included
Post-implementation Consulting Support	SVCSBUS0146	Included
Total Service Investment		USD 0.00

The end of the Implementation Services is defined as the completion of the above Cornerstone deliverables as outlined under the Implementation Services section of this document. Acceptance of the deliverables will be in accordance with the Agreement.

ASSUMPTIONS AND CLIENT OBLIGATIONS

- In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the necessary resources to fulfill the obligations listed below:
 - Select and assign knowledgeable, empowered Implementation team including the following roles, which may overlap:
 - Business Process Owner for Learning Management System (aka, the Decision Maker)
 - Lead Cornerstone System Administrator
 - Project Manager of the Cornerstone implementation
 - HRIS Technical Administrator (Optional, depending on data requirements and extraction capabilities)
 - Executive Stakeholder (Optional)
 - Begin going through kick-off documentation in the Client Success Center.
 - Empower team to make real-time decisions regarding configuration and business process functions during the project.
 - Ensure project team attendance and active participation during all phases of the Implementation project.
 - Client will ensure the requisite training has been completed prior to the start of UAT.
 - Formally accept (sign-off) all key deliverables and implementation services per the Agreement.
 - Manage Client project staffing and milestones through Cornerstone provided work plan.
 - Ensure completion of Client project deliverables.
 - Attend and participate in implementation sessions.
 - Provide a primary point of contact for Cornerstone during and after the implementation.
 - Ensure proper change management communication to end-users during implementation in preparation for rollout.
 - The project will be conducted remotely.
 - Cornerstone and Client agree that changes to key members of implementation team or significant changes in business requirements or decisions, in each case by Client, that cause delays in the project timeline may require a change order to this Statement of Work. Change orders are reviewed and may result in additional charges.
 - Client is solely responsible for testing all processes during the UAT phase.
 - Client will utilize the Cornerstone content loader to upload online content to the portal. All Client content is SCORM v1.2, SCORM 2004, xAPI or AICC v3.5 compliant.
 - Client is solely responsible for testing (Tracking, Completion, etc.) all content loaded to the Cornerstone portal.
 - Any technical integration or service, historical data load, master data load, or data migration not expressly listed in this Statement of Work with an accompanying price will be scoped as a separate work effort and is not included in the scope of this document.
 - Requests for application code changes are out of scope.
 - Additional contracts may be required to utilize third party (non-Cornerstone OnDemand services and integrations such as job board aggregation, video interview, background screening, employee eligibility and citizenship.
 - Client will ensure that all data fields related to controlling data retention processes are captured correctly on the User record e.g. Legal Entity, Termination Date, Termination Reason and Employment Status. If Client only requires a single data retention period, Client will set-up one Legal Entity Organizational Unit. Client will activate the data retention processes for that Legal Entity by submitting a work order to Cornerstone's Global Product Support after the completion of the implementation deliverables. If Client requires multiple Legal Entities to fulfill Client's data retention policy requirements, Client will need to engage a Services Partner via a paid for Consulting engagement.

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- Except where otherwise stated or agreed by the parties, Cornerstone's obligation to perform the Services set forth herein expires at the earlier of: (i) acceptance of the Service by Client; (ii) Twelve months from the purchase date.

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Continuing Services v.8.2023/Contract No. 14137 with CORNERSTONE ONDEMAND, INC.for #14137 Continuing Services Agreement with Cornerstone Ondemand for Learning Management System

Exhibit 3: Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate,

\$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B. Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

OTHER INSURANCE PROVISIONS.

A. The policies are to contain, or be endorsed to contain, the following provisions:

B. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be listed as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles leased, hired or borrowed by the Contractor.

2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C. All Coverages. Upon written request by County not more than once annually the Contractor shall provide a Certificate of Insurance to the County. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior. Contractor shall provide notice to County of any material reductions or cancellation of its insurance.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Email certificate to: Human Resources - ecash@alachuacounty.us

Exhibit 3-A: Certificate of Insurance